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Special Counsel for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

Bankruptcy Case No. 19-30088 (DM)

PG&E CORPORATION,

Chapter 11

- and -

(Lead Case) (Jointly Administered)

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

**CERTIFICATION OF ERIC TODDERUD IN
SUPPORT OF FOURTH INTERIM FEE
APPLICATION OF BERMAN AND
TODDERUD LLP FOR ALLOWANCE AND
PAYMENT OF COMPENSATION (FEBRUARY
1, 2020 THROUGH MAY 31, 2020)**

☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Company
☒ Affects both Debtors

Date: TBD
Time: TBD
Place: United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102
Judge: Hon. Dennis Montali

** All papers shall be filed in the Lead
Case No. 19-30088 (DM).*

**Objection Deadline: July 28, 2020
4:00 p.m. (Pacific Time)**

I, Eric Todderud, hereby certify as follows:

1. I am attorney licensed to practice law in the State of Washington. I am a partner in the law firm of Berman and Todderud LLP (the "Firm"), special counsel for the Debtors and am authorized to make this Declaration in that capacity. Except as otherwise indicated, all statements in this

1 Declaration are based on my personal knowledge, and, if called upon to do so, I could and would
2 testify competently thereto.

3 2. I make this Declaration in support of the Fourth Interim Fee Application of Berman and
4 Todderud LLP for Allowance and Payment of Compensation and Reimbursement of Expenses
5 (February 1, 2020 through May 31, 2020) (the "Interim Fee Application").¹ I am an attorney
6 designated by the Firm to sign the Interim Fee Application on its behalf.

7 3. Pursuant to the Northern District Guidelines, I certify that:

8 a. I have read the Interim Fee Application.

9 b. To the best of my knowledge, information and belief formed after reasonable
10 inquiry, the compensation and expense reimbursement sought in the Interim Fee Application
11 are in conformity with the Northern District Guidelines except as otherwise indicated in the
12 Interim Fee Application.

13 c. The compensation requested in the Interim Fee Application has been billed at rates
14 and in accordance with practices no less favorable than those currently employed by the Firm
15 and generally accepted by the Firm's clients.

16 4. There is no agreement or understanding between the Firm and any other person other than
17 the partners of the Firm for the sharing of compensation to be received for services rendered in these
18 cases.

19 5. As required by the Northern District Guidelines, the Firm has sent monthly billing
20 statements to Pacific Gas and Electric Company for legal work commencing on February 1, 2020. I
21 certify that the Debtors, counsel for the Creditors Committee and the TCC, and the U.S. Trustee are
22 each being provided with a copy of the Interim Fee Application in accordance with the Interim
23 Compensation Order.

24 6. Attached hereto as Exhibit A is a true and correct copy of a letter transmitting the Interim
25 Fee Application to Debtors and advising them of their rights to review and object to the

26
27 ¹ To the extent not otherwise defined herein, capitalized terms shall have the meanings set forth in the Interim Fee
Application.

1 compensation and expense reimbursement sought therein. To the best of my knowledge,
2 information, and belief, this letter was transmitted to the Debtors by electronic mail on March 11,
3 2020.

4 7. The Firm responds to the questions identified in the UST Guidelines as follows:

5 **Question 1:** Did the Firm agree to any variations from, or alternatives to, the Firm's
6 standard or customary billing rates, fees or terms for services pertaining to this engagement
7 that were provided during the Interim Fee Period? If so, please explain.

8 **Answer:** Yes. The Firm has agreed to substantially discount its attorney fees to
9 Debtor Pacific Gas and Electric Company as part of the Firm's negotiated agreement for
10 legal services.

11 **Question 2:** If the fees sought in the Interim Fee Application as compared to the fees
12 budgeted for the time period covered by the Interim Fee Application are higher by 10% or
13 more, did the Firm discuss the reasons for the variation with the client?

14 **Answer:** The fees sought in the Interim Fee Application are not higher than those
15 budgeted.²

16 **Question 3:** Have any of the professionals included in the Interim Fee Application
17 varied their hourly rate based on geographic location of the Chapter 11 Cases?

18 **Answer:** No.

19 **Question 4:** Does the Interim Fee Application include time or fees related to
20 reviewing or revising time records or preparing, reviewing or revising invoices? If so, please
21 quantify by hours and fees.

22 **Answer:** No. The Interim Fee Application does not include fees for preparing and
23 reviewing invoices to the client. It includes fees for work performed in connection with the
24 preparation of the Firm's monthly fee statements and the Interim Fee Statement.

27 ² See Interim Application, Case Background and Status § D.

1 **Question 5:** Does the Interim Fee Application include time or fees for reviewing
2 time records to redact any privileged or other confidential information? If so, please quantify
3 hours and fees.

4 **Answer:** No.

5 **Question 6:** Does the Interim Fee Application include any rate increases since
6 Berman and Todderud's retention in this case? If so, did the client review and approve those
7 rate increases in advance? Did the client agree when retaining the law firm to accept all
8 future rate increases?

9 **Answer:** No. The Interim Fee Application does not include any rate increases since
10 the Firm's retention.

11 I declare under penalty of perjury under the laws of the United States that the foregoing is
12 true and correct.

13 Executed this 8th day of July 2020, in Seattle, Washington.

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16 BERMAN AND TODDERUD LLP

17 /s/ Eric Todderud

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